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Agenda Item Form

Agenda Date: 03/30/04

Districts Affected: Citywide

Dept. Head/Contact Information: Community and Human Development, Nathalie Prise. (915) 541-4643

Type of Agenda Item:

- | | | |
|---|---|--|
| <input type="checkbox"/> Resolution | <input type="checkbox"/> Staffing Table Changes | <input type="checkbox"/> Board Appointments |
| <input type="checkbox"/> Tax Installment Agreements | <input type="checkbox"/> Tax Refunds | <input type="checkbox"/> Donations |
| <input type="checkbox"/> RFP/ BID/ Best Value Procurement | <input type="checkbox"/> Budget Transfer | <input type="checkbox"/> Item Placed by Citizen |
| <input type="checkbox"/> Application for Facility Use | <input type="checkbox"/> Bldg. Permits/Inspection | <input type="checkbox"/> Introduction of Ordinance |
| <input type="checkbox"/> Interlocal Agreements | <input type="checkbox"/> Contract/Lease Agreement | <input type="checkbox"/> Grant Application |
| <input checked="" type="checkbox"/> Other <u>Independent Contractor Contracts</u> | | |

Funding Source:

- ☒ General Fund
☐ Grant (duration of funds: _____ Months)
☐ Other Source: _____

Legal:

- ☒ Legal Review Required Attorney Assigned (please scroll down): Lupe Cuellar ☒ Approved ☐ Denied

Timeline Priority: ☒ High ☐ Medium ☐ Low # of days: _____

Why is this item necessary:

To provide sign language interpreting services for City departments on an as needed basis.

Explain Costs, including ongoing maintenance and operating expenditures, or Cost Savings:

General Funds

Statutory or Citizen Concerns:

None Expected

Departmental Concerns:

None

2004 MAR 29 PM 3 26
CITY CLERK DEPARTMENT

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor be authorized to sign Contracts between the **CITY OF EL PASO** and the following individuals to provide sign language interpreting services for City related matters on an as needed basis, which may include, but not limited to, Municipal Court, Police Department matters and police emergencies, City Council meetings, and public hearings. The services may be required during normal work hours as well as after hours or weekends. The term of the contracts shall be for the period of April 1, 2004 through March 31, 2005.

1. LIZA ENRIQUEZ
2. MARY L. MOONEY

ADOPTED this 30th day of March, 2004.

THE CITY OF EL PASO

Joe Wardy
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:



Guadalupe Cuellar
Deputy City Attorney

STATE OF TEXAS)
)
COUNTY OF EL PASO)

INDEPENDENT CONTRACTOR CONTRACT

This contract entered into by and between the **CITY OF EL PASO**, a home rule municipal corporation hereinafter referred to as "City," and **LIZA ENRIQUEZ**, hereinafter referred to as "Contractor," witnesseth:

WHEREAS, the City desires to engage the Contractor on behalf of the Community and Human Development Department; and

WHEREAS, Contractor possesses the skills to render said services to the City;

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. SCOPE OF SERVICES. The Contractor shall perform the following services under the terms and conditions hereinafter stated, and the Contractor hereby accepts and agrees to perform such services:

Will provide sign language interpreting services for City related matters on an as needed basis, which may include, but not limited to, Municipal Court, Police Department matters and police emergencies, City Council meetings, and public hearings. The services may be required during normal work hours and after hours. These services may also be required to be provided via the use of Spanish sign language.

2. TIME OF PERFORMANCE. The services of the Contractor are to commence on April 1, 2004 and completed by March 31, 2005.

COMPENSATION AND METHOD OF PAYMENT. *The Contractor shall be paid in accordance with the following schedule:*

Hourly Rate

Condition	
General*	\$25.00
After Hours**	\$37.50
Spanish, General*	\$30.00
Spanish, After Hours**	\$45.00

Legal Hourly Rate

Condition	
General*	\$55.00
After Hours**	\$65.00
Spanish, General*	\$75.00
Spanish, After Hours**	\$85.00

- * Two hour minimum, ¼ increments thereafter
- * Monday through Friday, 8:00 a.m. - 5:00 p.m.
- ** Evenings, weekends, City/State/Federal holidays and appointments with less than a 48 hours notice.

The City will provide no fringe benefits. Contractor agrees that at no time will she make a claim against the City for more than the rate provided under the terms of this contract.

4. LOCATION OF PERFORMANCE. The places where such services are to be performed is or such other places as may be necessary to fulfill the terms of this Contract.

5. INDEPENDENT CONTRACTOR RELATIONSHIP. Nothing herein shall be construed as creating a relationship of employer and employee between the Parties. The City shall not be subject to any obligations or liabilities of the Contractor incurred in the performance of this contract unless otherwise herein authorized. The Contractor expressly agrees to indemnify and hold harmless the City for any and all liabilities and obligations incurred due to any breach of contract or negligent acts or omissions or other defalcations on the part of the Contractor.

6. LAW GOVERNING CONTRACT. For purposes of determining the place of the contract and the law governing the same, it is agreed that the contract is entered into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the courts of El Paso County, Texas.

7. TERMINATION. Either party may terminate this contract without cause after five (5) days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement, the contract may be terminated immediately upon notification to the Contractor of the cause for termination.

8. COMPLETE AGREEMENT. This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the personal services of the Contractor for the City, and in reference to any of the matters or things herein provided for, or hereinbefore discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

9. NOTICE. Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the City or the Contractor at the following addresses:

CITY: City of El Paso
Community and Human Development Department
Attn: Interim Director
2 Civic Center Plaza
El Paso, Texas 79901-1196

CONTRACTOR: Liza Enriquez

IN WITNESS WHEREOF the parties have executed this agreement at El Paso, Texas this 30th day of March, 2004.

CITY OF EL PASO

Joe Wardy
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

CONTRACTOR:

Liza Enriquez

(Signatures continued on Page 4)

APPROVED AS TO FORM:

Guadalupe Cuellar
Deputy City Attorney

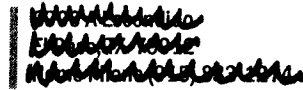
APPROVED AS TO CONTENT:

Nathalie Prise
Interim Director, Community and Human
Development Department

APPROVED BY THE CIVIL SERVICE COMMISSION:

By: _____
Secretary
Date: 3/25/04

LIZA ENRIQUEZ



EDUCATION

1984 - 1987 El Paso Community College
Associate of Applied Science-Paraprofessional for the Hearing Impaired

EMPLOYMENT

1986-Present	El Paso Center of the Deaf and Hard of Hearing Sign Language Interpreter	El Paso, TX
	<ul style="list-style-type: none">• Provide bilingual and trilingual interpreter services to consumers in a variety of settings, including but not limited to: medical, governmental, educational, legal, economic, court/legal, and theatrical settings.	
2001 - 2003	El Paso Center of the Deaf and Hard of Hearing Regional Specialist	El Paso, TX
	<ul style="list-style-type: none">• Provide information and referral to persons, agencies and other entities.• Ensure that businesses, agencies, and other entities comply with federal laws regarding accessibility for persons with hearing impairments.• Provide training to consumers, agencies, businesses, and other entities. Ensure that state, federal, and local governments are accessible to persons with a hearing impairment.	
1995-2001	El Paso Community College Instructor/Interpreter Training Program	El Paso, TX
	<ul style="list-style-type: none">• Provided instruction to students enrolled in the Interpreter Training Program. Classes taught include: American Sign Language I and II, Introduction to the Profession of Interpreting, Educational Interpreting, Interpreting I, II, and III, Interpreting in Special Situations, and Introduction to the Deaf Community.• Developed curriculum and syllabus for Interpreting III/Advanced Interpreting class.	
1997-1998	El Paso Center of the Deaf and Hard of Hearing Interpreter Coordinator	El Paso, TX
	<ul style="list-style-type: none">• Coordinated interpreter services for deaf and hearing consumers in El Paso and surrounding counties.• Maintained detailed statistics of interpreter services provided.• Provided information and referral services.• Provided training to local entities regarding the Americans with Disabilities Act, procurement and use of interpreter services, deaf culture, and accessibility.• Supervised interpreters to ensure quality of services.• Provided monthly report of services to Board of Directors.• Functioned as Executive Director in his absence.	

1994-1997

Texas Rehabilitation Commission

El Paso, TX

Rehabilitation Services Technician/Deaf Caseload

- Provided technical and computer support to counselor.
- Reviewed audiograms for qualification of clients and purchased hearing aids and assistive devices for clients.
- Interpreted for counselor and clients.
- Responsible for caseload's yearly budget.
- Reviewed clients' worksites and recommended accessibility changes to employers.
- Provided training to local entities regarding TRC, deafness, interpreter services, and the Americans with Disabilities Act.
- Nominated for Employee of the Year – 1995.

**INTERPRETER
CERTIFICATION**

Texas Commission for the Deaf and Hard of Hearing

Level III

November 1997

Texas Commission for the Deaf and Hard of Hearing

Court Interpreter Certification

January 2002

STATE OF TEXAS)
)
COUNTY OF EL PASO)

INDEPENDENT CONTRACTOR CONTRACT

This contract entered into by and between the **CITY OF EL PASO**, a home rule municipal corporation hereinafter referred to as "City," and **MARY L. MOONEY**, hereinafter referred to as "Contractor," witnesseth:

WHEREAS, the City desires to engage the Contractor on behalf of the Community and Human Development Department; and

WHEREAS, Contractor possesses the skills to render said services to the City;

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Community and Human Development Department
Attn: Interim Director
2 Civic Center Plaza
El Paso, Texas 79901-1196

CONTRACTOR: Mary L. Mooney

IN WITNESS WHEREOF the parties have executed this agreement at El Paso, Texas this 30th day of March, 2004.

CITY OF EL PASO

Joe Wardy
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

CONTRACTOR:

Mary L. Mooney

(Signatures continued on Page 4)

APPROVED AS TO FORM:

Guadalupe Cuellar
Deputy City Attorney

APPROVED AS TO CONTENT:

Nathalie Prise
Interim Director, Community and Human
Development Department

APPROVED BY THE CIVIL SERVICE COMMISSION:

By: _____
Secretary
Date: 3/25/04

MARY L. MOONEY

FEB 27 2004

EDUCATIONAL BACKGROUND:

University of Texas at El Paso, B.A., May, 1975
Speech/Hearing Teaching Cert. All Levels, TX, May, 1975
Mentally Retarded Teaching Certificate, May 1975
Deaf/Hearing Impaired Teaching Certificate, UTEP, August 1977

University of Texas at El Paso, M.A., May 1976
Major: Speech Pathology
Minor: Educational Psychology & Guidance
Clinical Management Experience

Texas A & M University, Post Graduate Studies, 1984
Major: Adult Education - Major (12 Hours Completed to Present)
Gallaudet University, Post Graduate Work, Summer 1990 (3 hours)
New Mexico State University - Graduate Seminar- Summer, 1994

PROFESSIONAL EMPLOYMENT:

1980- 2003 Educational Consultant - Language and Curriculum Development

1982 - 2003 Instructional Coordinator/Instructor
EPCC Sign Language/Interpreter Preparation Program
El Paso Community College

October, 1998 to October, 2001
Project Coordinator - American Indian Rehabilitation Research and
Training Center (AIRRTC) - Summer Institute on Sign Language
Interpreters Working within Indian and Alaskan Natives

1996-2000 National Multicultural Interpreter Project Director Federal Grant
El Paso Community College (EPCC)

1992 - 2000 Santa Fe Community College
1993 Consultant/Interim Coordinator - Sabbatical Leave
Implemented Trilingual Interpreter Training Grant Project
1999-2000 Consultant/Producer -Collaborative Project
Videotape Productions for the Dumke Foundation &SFCC

1980 - 1982: Project Director for the Vocational Preparation Program for the Deaf and
Client Services Coordinator/Consultant
El Paso Center of the Deaf

1977 - 1980: Instructor for Austin High School Secondary Deaf Education Program
El Paso Regional Day School Program for the Deaf

1975 - 1977: Speech Pathologist for Elementary through Secondary Speech Impaired
Caseload Bi-County Special Education Cooperative, El Paso

AREAS OF EXPERIENCE:

Administration/Coordination

National Multicultural Interpreter Project. Wrote and currently direct a 5 year \$293,000 per year project. Manage a staff of 5 persons. Developing the national prototype multicultural curriculum for interpreter training programs, develop instructional materials and videotapes, and provide outreach, training and technical assistance. Implemented a national organizational consortium composed of professional interpreter and consumer based organizations.

El Paso Community College: Coordinate the Sign Language/Interpreter Preparation Program (SIGN). Recruit, train and evaluate pool of 7 part-time faculty. Prepare and submit divisional goals and objectives for the SIGN program. Provide budgetary input. Write justifications for equipment and laboratory requests. Design class schedules. Served on the Master Plan Update/Self Study for the El Paso Community College accreditation process. Served as a chair of the Instructional Affairs Committee and a member of the Developmental Education Committee, the Experiential Learning Task Force, Professional Development Committee, and various faculty/staff employment and tenure committees.

Santa Fe Community College: Served as Interim Coordinator/Consultant to implement grant "Trilingual Interpreter Training Project". Coordinated national search for a permanent coordinator. Developed the program and selection criteria for initial student group. Wrote course descriptions for program. Identified faculty and program standards and prepared strategic planning reports. Developed initial class schedules. Designed and team taught a pilot course "ASL/Spanish Concepts." Initiated articulation and transfer discussions and agreements with UNM and EPCC.

El Paso Center of the Deaf: Prepared and managed general center operational budget of approximately \$300,000 of direct and in-kind monies. Established and maintained budgetary control system; prepared all financial and service reports for five governmental funding sources in liaison with an accountant. Purchased equipment, furnishings, supplies, and instructional materials to establish the facility. Wrote grant proposals which funded workshops, personnel (CETA) projects. Secured contracts with federal, state, local, and private agencies to provide individualized services. Secured certification and accreditation of facility by the Texas Rehabilitation Commission and the United States CHAMPUS Program. Supervised and evaluated a staff of eight and recruited and trained volunteers for programs. Supervised El Paso Community College practicum students and University of Texas at El Paso graduate speech pathology interns. Directed the scheduling of activities and building use.

El Paso Center of the Deaf: Designed and implemented thirty-six (36) community service programs for targeted populations of elderly, young adults, children and families; included 24 Hour Emergency Network; Outreach to Elderly Hearing Impaired; Summer Recreational Programs for Children; Information and Referral; Adult Education Classes, such as Driver Education, Citizenship Preparation Classes; and Case Management and Advocacy Systems.